



ROLAND W. BURRIS

ATTORNEY GENERAL
STATE OF ILLINOIS



March 26, 1991

Ken Mensing
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1630450001 St Clair
Milan LF
Compliance

Ann L. Straw, Esq.
Environmental Counsel
Waste Management of North America
Two Westbrook Corporate Center
Suite 1000
P.O. Box 7070
Westchester, Illinois 60154



Re: 3DDD Clean-up - Letter of Understanding

Dear Ms. Straw:

Our meeting of March 8, 1991 was both informative and productive. This letter is to clarify a few points so that all the parties have a clear understanding of the issues and obligations between us.

The attached "Letter of Understanding" will act as a formal contract modification. Please review this at your earliest convenience and let me know if you find it acceptable. I may be reached at (312) 814-3412.

Thank you for your time and attention to this matter.

Sincerely,

Michael Franklin
Assistant Attorney General
Environmental Control Division
100 W. Randolph Street, 12th Flr.
Chicago, Illinois 60601

cc: James Morgan, Chief ECD
James Evans, Investigator
Bill Child, IEPA
Charles Northrup, IEPA

Encl.

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IEPA/DLPC

LETTER OF AGREEMENT

IT IS UNDERSTOOD THAT:

A. The parties are:

- The Illinois Environmental Protection Agency, "Agency";
- The Illinois Attorney General's Office;
- Waste Management of Illinois "Waste Management";
- Laidlaw Waste Systems, Inc.;
- GSX Corporation of America.

B. - The Agency and the Attorney General's Office will procure all necessary site access agreements.

C. - 2 weeks after site access agreements are obtained from Manuel Kramer and Terminal Railroad, Waste Management will begin clean-up of the National City Site, including all exposed areas and waste inside safe portions of the structures.

D. - Waste Management agrees to reserve enough space in Phase 3 at the Milam Landfill, Fairmont City, Illinois, for waste to be removed from the 3DDD National City site pursuant to paragraph C above.

E. - The Illinois Environmental Protection Agency agrees to perform a timely permit review for Waste Management's Proposed Expansion at the Milam Landfill, Fairmont City, Illinois. The review will apply to a Development permit application submitted to the Agency for the Milam Landfill.

F. - From the date on which a Development permit is issued for the Milam Site, Waste Management will have months to complete construction of the site and submit an operating permit application to the Agency, if such a Development permit is issued.

From the date on which an operating permit is issued for the Milam Site, Waste Management will have 2 weeks to begin clean-up activities at the 3DDD sites (including the remaining portions of the National City site and the East St. Louis site). Clean-up may begin at either site, but clean-up of both sites must be completed, as per the provisions of the May 1, 1990 "Agreement for Performance of Professional Services at the 3DDD Glass and Recycling Sites", no later than September 30, 1992.

- G. - The parties agree to stipulated penalties for non-completion of the entire clean-up by September 30, 1992 of \$500.00 per day until final completion, as per the May 1, 1990 "Agreement for Performance of Professional Services at the 3DDD Glass and Recycling Sites".
- H. - Section E(3)(a) of the "Agreement for Performance of Professional Services at the 3DDD Glass and Recycling Sites" is hereby revoked. Altering, shoring or demolition of structures at the 3DDD site is governed by the appropriate site access agreement.
- Waste Management is responsible for removal of demolition type waste generated by activities at the National City 3DDD site. Demolition type waste shall be treated in a like manner to waste under the terms of the May 1, 1990 "Agreement for Performance of Professional Services at the 3DDD Glass and Recycling Sites".
- I. - This letter of understanding is to be read in conjunction with the May 1, 1990 "Agreement for Performance of Professional Services at the 3DDD Glass and Recycling Sites." Provisions of this letter of understanding are supreme over provisions where there is an actual conflict with provisions of the May 1, 1990 Agreement. Among other possible provisions, parts of the May 1, 1990 agreement which are specifically modified are:
- E (2)(e); completion date
 - E (3)(a); structures
 - E (3)(f); completion date
- J. - This letter of understanding does not in anyway affect, change or alter Laidlaw Waste Systems, Inc., or GSX Corporation of America's obligations as set out under the May 1, 1990, "Agreement for Performance Services at the 3DDD Glass and Recycling Sites."
- K. - The parties obligations under Illinois and federal laws and regulations are in no way modified or altered by this letter of understanding.
- L. - This letter of understanding constitutes a formal modification of the May 1, 1990 "Agreement for Performance of Professional Services at the 3DDD Glass and Recycling Sites".

For the Illinois Environmental Protection Agency:

By: _____ Dated: _____

For Waste Management of Illinois:

By: _____ Dated: _____

For Laidlaw Waste Systems, Inc. and GSX Corporation of America:

By: _____ Dated: _____

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